

Matthew M. Clarke, State Bar No. 184959  
Dugan P. Kelley, State Bar No. 207347  
Matthew N. Mong, State Bar No. 273337  
CHRISTMAN, KELLEY & CLARKE, PC  
1334 Anacapa Street  
Santa Barbara, CA 93101  
Telephone: (805) 884-9922  
Facsimile: (866) 611-9852

Attorneys for Plaintiffs

**UNITED STATES DISTRICT COURT  
CENTRAL DISTRICT OF CALIFORNIA**

Nelson Deedle, an individual; and  
Iconographs, Inc., a Nevada  
Corporation,

Plaintiffs,

vs.

Collectors Universe, Inc., a Delaware  
Corporation, doing business as  
PSA/DNA; James Spence  
Authentication LLC, a New Jersey  
Limited Liability Company; R&R  
Auction Company, LLC; Roger  
Epperson doing business as Signed  
Sealed and Delivered and Roger  
Epperson Authentication, Ltd; Steve  
Cyrkin, individually and doing  
business as  
live.autographmagazine.com; and  
Momentica, LLC, a California  
Limited Liability Company,

Defendants.

Case No.: 2:15-cv-05288

**FIRST AMENDED COMPLAINT  
FOR:**

- 1. VIOLATION OF 15 U.S.C. §1**
- 2. INTENTIONAL INTERFERENCE  
WITH PROSPECTIVE ECONOMIC  
ADVANTAGE**
- 3. VIOLATION OF CALIFORNIA  
BUS. & PROF. CODE §17200**

**DEMAND FOR JURY TRIAL**

1 Plaintiffs Nelson Deedle and Iconographs, Inc., (collectively referred to as  
2 “Plaintiff” or “Deedle”) hereby complains against Defendants Collectors Universe,  
3 Inc., doing business as PSA/DNA, James Spence Authentication LLC, R&R Auction  
4 Company, LLC, Roger Epperson doing business as Signed Sealed Delivered and  
5 Roger Epperson Authentication, Ltd., Steve Cyrkin, and Momentica, LLC,  
6 (collectively referred to as “Defendants”), and alleges as follows:

7 1. All allegations in this Complaint are based upon information and belief  
8 with the exception of those allegations, which are based upon personal knowledge.  
9 Plaintiff’s information and belief is based upon Plaintiff’s own investigation and the  
10 informal discovery and investigation conducted by Plaintiff’s counsel to date. Each  
11 allegation in this Complaint either has evidentiary support, or alternatively, is likely  
12 to have evidentiary support after a reasonable opportunity for further investigation or  
13 discovery.

#### 14 I. INTRODUCTION

15 2. In the autographed entertainment memorabilia industry, the authenticity  
16 of an item is the value of an item. Like other collectable industries, authenticity is  
17 determined by a select few authenticators who specialize in a particular subject  
18 matter. Dealers and consumers alike are forced to rely on these authenticators to  
19 determine which items are genuine, and which items are not. Items that cannot be  
20 authenticated are worthless. This gives authenticators the power to determine the  
21 supply, and therefore the value, of items available to dealers and consumers within  
22 the market. It also gives the Defendants the power to say that all items sold by a  
23 particular competitor are valueless. Defendants have joined together as a close  
24 association of dealers, auction houses, authenticators, and public personalities to deny  
25 the authenticity of genuine items that competing dealers are attempting to sell to their  
26 customers. Defendants have violated Section 1 of the Sherman Act by agreeing  
27 among themselves to eliminate competition from the market, like Deedle and others,  
28 by claiming items are not authentic based solely on the competitor, not the merits of

1 the items. Their actions significantly reduced the number of dealers and authentic  
2 items within the market available to consumers. This hurts competition. Also, such  
3 activity is per se illegal according to federal anti-trust laws. Deedle now comes to  
4 hold Defendants responsible and break up Defendant's cartel.

## 5 **II. JURISDICTION AND VENUE**

6 3. This Court has jurisdiction over this action according to 15 U.S.C §15  
7 and 28 U.S.C. § 1331.

8 4. Venue is appropriate in this district under 15 U.S.C. §22 and 28 U.S.C.  
9 §1391(b) because Defendants Collectors Universe, Inc., doing business as  
10 PSA/DNA, Steve Cyrkin, and Momentica, LLC, all transact business in this district  
11 and a substantial part of the events that give rise to this claim happened in this  
12 district.

## 13 **III. PARTIES**

14 5. Plaintiff Nelson Deedle is an individual residing in the State of  
15 California, and is a leading dealer in autographed memorabilia throughout the United  
16 States for at least 25 years. Deedle operates as a dealer on an individual basis and  
17 through his company, Iconographs, Inc., a Nevada corporation.

18 6. Defendant Collectors Universe, Inc., is a Delaware Corporation, doing  
19 business as and through its division known as PSA/DNA ("PSA/DNA"). PSA/DNA  
20 is an autograph authentication company and is the self-proclaimed "leading third-  
21 party authentication service for autographs and memorabilia." ABOUT PSA AND  
22 PSA/DNA, <http://www.psacard.com/About/PSA/> (last visited April 16, 2015).  
23 PSA/DNA's principal office is located in Orange County, California. It may be  
24 served with process by serving its registered agent Michele R. Taylor at its registered  
25 address at 1921 E. Alton Ave., Santa Ana, California 92705.

26 7. Defendant James Spence Authentication LLC, is a New Jersey Limited  
27 Liability Company ("JSA"). JSA is an autograph authentication company and is the  
28 self-proclaimed "foremost autograph authentication service in the world."

1 AUTOGRAPH AUTHENTICATION FOR SPORTS MEMORABILIA,  
2 <http://www.spenceloa.com> (last visited April 16, 2015). JSA operates out of two  
3 principal offices located in the States of New Jersey and Florida. It may be served  
4 with process by serving its registered agent in New Jersey, Roy I. Weitzer, at its  
5 registered address in New Jersey at 143 Washington Street, Morristown, New Jersey  
6 07960, or its registered agent in Florida, James Spence, III, at its registered office in  
7 Florida at 3223 N.W. 10<sup>th</sup> Terrace, Suite 104, Fort Lauderdale, Florida 33309.

8 8. Defendant R&R Auction Company, LLC, is a New Hampshire Limited  
9 Liability Company (“R&R”). R&R is an online autograph auction company that sells  
10 and authenticates autographed memorabilia to the public throughout the world,  
11 including the State of California. R&R may be served with process by serving its  
12 registered agent in New Hampshire, Gallagher, Callahan & Gartrell, P.C., at its  
13 registered office in New Hampshire at 214 N. Main Street, Concord, New Hampshire  
14 03301.

15 9. Defendant Roger Epperson, individually and doing business as Roger  
16 Epperson Authentication, Ltd. and Signed Sealed Delivered, (collectively  
17 “Epperson”) is a resident of the State of Texas and does business throughout the  
18 United States, including the State of California, through his various business entities  
19 and on behalf of PSA/DNA and JSA. Epperson may be served with process at his  
20 address at 11011 Tulip Garden Court, Houston, Texas 77065, or any other place that  
21 he may be found.

22 10. Defendant Steve Cyrkin, individually and doing business as  
23 [live.autographmagazine.com](http://live.autographmagazine.com) (collectively “Cyrkin”) is a resident of the State of  
24 California and does business throughout the United States through his website  
25 [live.autographmagazine.com](http://live.autographmagazine.com). Cyrkin may be served with process at his address at  
26 3650 Aspen Village Way, Apt E., Santa Ana, California 92704, or any other place  
27 that he may be found.  
28

1           11. Defendant Momentica, LLC, a California Limited Liability Company  
 2 (“Momentica”), is the registered domain owner of autographmagazine.com, the  
 3 domain in which Cyrkin uses to do business. Momentica may be served with process  
 4 by serving its registered agent in California, Steven L. Cyrkin, at its registered  
 5 address in California at 3650 Aspen Village Way, Apt. E, Santa Ana, California  
 6 92704.

7           12. Whenever in the Complaint reference is made to “Defendants, and each  
 8 of them” such allegations shall be deemed to mean the acts of Defendants acting  
 9 individually, jointly, and/or severally.

10           13. Plaintiff is informed and believes, and based thereon alleges, that at all  
 11 times mentioned herein, each of the Defendants were the agent, servant, employee,  
 12 co-venturer, and co-conspirator of each of the remaining Defendants, and was at all  
 13 times herein mentioned, acting with the course, scope, purpose, consent, knowledge,  
 14 ratification, and authorization for such agency, employment, joint venture and  
 15 conspiracy.

#### 16                                   **IV. FACTUAL ALLEGATIONS**

##### 17       **A. The Autograph Memorabilia Industry**

18           14. The autographed entertainment memorabilia industry (the “industry”) is a  
 19 two billion dollar industry that consists of the buying and selling of autographed  
 20 items (collectively “items”) signed by various entertainment, sports, and political  
 21 celebrities (collectively the “celebrities”). Unlike other industries, the entertainment  
 22 memorabilia industry is unique in that it consists entirely of rare, hard to find items  
 23 that cannot be mass produced. There is no substitute for authentic memorabilia.  
 24 Dealers within the industry are limited to a select few individuals and companies with  
 25 personal access to celebrities and thousands, if not hundreds of thousands, of dollars  
 26 to spend.

27           15. The industry is comprised of dealers, auction houses, third-party  
 28 authenticators, and end consumers. To sustain the market, dealers, auction houses,

1 and consumers depend on third-party authenticators, of which two dominate the  
2 market, those being Defendants' PSA/DNA and JSA, to ensure authenticity of the  
3 items sold. Authenticated items can sell for up to a thousand times more than the  
4 same non-authenticated item.

5 16. Within this highly concentrated market are a select few individuals that  
6 multiple companies, including auctioneers, dealers, and authenticators, share amongst  
7 themselves to control the industry to the detriment of those that are not in this "inner  
8 circle." It is through this Cartel of companies and their agreement with each other  
9 that the major, self-interested, third-party authenticators can drive out the competition  
10 from the market and ensure their preferred auction houses and dealers thrive.

11 17. The Defendants make up this inner-circle and have engaged jointly in a  
12 campaign to remove dealers from the market and maintain anticompetitive barriers to  
13 enter the market. Defendants are using their conjoined market power through the  
14 authentication process to stifle legitimate competition in the industry by agreeing to  
15 ***not authenticate items*** based on the individual competitor, like Deedle, that offer the  
16 items for sale. The Cartel don't decide authenticity on the merits – they find lack of  
17 authenticity just to shut down competition. Further, Defendants attempt to foreclose  
18 competition by disparaging items sold by dealers, including Deedle, as "forgeries" in  
19 public forums. Cartel members label their competitors purveyors of forgeries, based  
20 on the items the Cartel declare as inauthentic.

21 18. At the heart of the industry are the items that people collect. These items  
22 are physical objects that are actually signed by historical or contemporary celebrities.  
23 For historical items, dealers and collectors will purchase these items from numerous  
24 sources, including directly from the estates or families of deceased celebrities, other  
25 dealers and collectors, or from auctions. Authentic historical items cannot be  
26 reproduced. They are limited in existence and increase in value with rarity. For  
27 contemporary items, dealers have only a few avenues by which to obtain autographed  
28 items: They pay celebrities large sums for private signings, they buy existing

1 collections at retail rates, they may have anecdotal contact with celebrities and an  
2 opportunity for a signature, or attend in-person events where collectors/dealers  
3 actually witness the celebrity signing the item. Obtaining contemporary items can  
4 cost thousands of dollars if done by personal contract and requires valuable inside  
5 connections to celebrity agents.

6 19. Dealers, including Plaintiff, sell their items mostly online and  
7 occasionally at memorabilia shows. Most, if not all, transactions take place online in  
8 an auction format. Dealers utilize third-party auctions to consign items for sale,  
9 largely through eBay. RR Auctions sell exclusively online along with a catalog of  
10 items for sale.

11 20. When dealers acquire items for resale, Dealers must issue their own  
12 certificates of authenticity (“COA”) certifying that the item is authentic. In addition  
13 to COAs, Dealers will also provide a money-back guarantee to the authenticity of the  
14 items they sold, making it against their economic interest to sell forged items.  
15 Dealers are able to issue their COAs and guarantee the authenticity of their items  
16 based on their own personal knowledge of the history of the item, including  
17 personally witnessing the item actually being signed by the celebrity, or by using  
18 their own authentication processes to ensure the authenticity of the item. For over  
19 one hundred years, Dealers would sell their items without any third-party  
20 authentication. Today, technological advances make it easy to forge COAs making  
21 the use of a third-party authenticators indispensable to the industry.

22 21. The value of an item is based in its authenticity. Items that are branded  
23 inauthentic are basically worthless. Therefore, to ensure the value of their items that  
24 they are purchasing, consumers rely on third-party authentication services to verify  
25 the authenticity of an item. Two firms dominate the third-party authentication  
26 market: Defendants PSA/DNA and JSA. Both verify hundreds of thousands of  
27 signatures each year. PSA/DNA and JSA are two of only three approved third-party  
28 authenticators for use with eBay, the largest consignment auction online. Dealers and



1 collectors that purchase items will use PSA/DNA and JSA for opinions regarding the  
2 authenticity of an item, and if PSA/DNA or JSA find that an item is not authentic,  
3 then the dealer or collector will go back to the source where he purchased the item  
4 and demand a refund.

5 22. When items are sold using an auction house on consignment, each  
6 auction house typically has an acquisitions person or a consignment director who  
7 examines items presented by dealers and collectors to be placed on consignment and  
8 put on sale via an auction. The auction house will either judge the authenticity of the  
9 item through an in-house authenticator, or it will utilize a contracted authenticator.  
10 Once it passes authentication and its value is proved, the consigned item is then  
11 placed in the auction house's catalogue. The catalogue describes the item and states  
12 who has authenticated the item. Auction houses partner with a third-party  
13 authenticator or promote that it uses a third-party authenticator to bolster its  
14 credibility under the illusion of objectivity and neutrality.

15 23. Within this market, PSA/DNA, JSA, R&R, Epperson, and Cyrkin have  
16 joined together in a conspiracy, through their intertwined relationships, to drive out  
17 their competition, such as Deedle, to the detriment of competition in the market and  
18 to Deedle's harm.

## 19 **B. The Relevant Market**

20 24. The relevant "product" market impacted by Defendants' antitrust  
21 violations are the nationwide markets for authentic autographed sports and  
22 entertainment memorabilia.

23 25. Because the industry is so specialized and items cannot be mass  
24 produced, there is no separate or different source for autographed memorabilia items  
25 available to the end consumer.

26 26. The relevant "geographic" market for determining Plaintiff's antitrust  
27 claims is the United States.  
28



1 **C. The Cartel**

2 27. PSA/DNA, JSA, R&R, Epperson, and Cyrkin have conspired together in  
3 a network of influence, to discourage their competition through using the power of  
4 PSA/DNA and JSA's market influences over the public perception of the  
5 authentication of items that are sold in the market. A review of the major actors  
6 shared among these select organizations demonstrates the Cartel that the Defendants  
7 have created in the autograph memorabilia marketplace.

8 28. PSA/DNA claims to be the "largest and most trusted third-party grading  
9 and authentication company in the world." About PSA CollectibleFacts [sic],  
10 available at <http://www.psacollectiblefacts.com/about> (last visited September 23,  
11 2015). PSA/DNA process over 100,000 items each month. *Id.*

12 29. JSA claims to be the premier autograph authenticator in the world,  
13 assessing thousands of autographs daily. Autograph Authentication Services,  
14 available at <http://www.spenceloa.com/AboutJSA> (Last visited September 23, 2015).

15 30. PSA/DNA and JSA together account for more than 80% of the third-  
16 party authentication services in the relevant industry.

17 31. Although PSA/DNA and JSA appear to be competitors, most of  
18 PSA/DNA and JSA's authenticators perform as authenticators for each company,  
19 meaning the same authenticators are acting on behalf of both PSA/DNA and JSA. In  
20 addition, some authenticators that are working for PSA/DNA and JSA are also  
21 authenticating through their own services, such as Epperson and John Reznikoff, or  
22 providing authentication services for auction houses, such as R&R, who stand to  
23 profit by ensuring that PSA/DNA or JSA, and their authenticators, are closely aligned  
24 to pass their items as authentic. Furthermore, most authenticators that PSA/DNA,  
25 JSA, and R&R use are also dealers themselves, who stand to make a profit from  
26 ensuring their items pass PSA/DNA, JSA, or R&R authentication through working  
27 both sides of the deal – dealing in autographs and authenticating those autographs  
28 through PSA/DNA, JSA, and R&R to ensure their value and ultimate sale. A review

1 of each defendant and their advertised experts shows how deep these relationships  
2 run to ensure that this cartel can control the market.

3 ***1. The Cartel Shares the Same Authentication Staff***

4 32. At all times relevant herein, PSA/DNA employed Roger Epperson, James  
5 Spence, Bob Eaton, John Reznikoff, Steve Zarelli, James Camner, Rich Consola, and  
6 Wade Hampton as authenticators for its services.

7 33. JSA employs most of the same experts as well, including Roger  
8 Epperson, James Spence, Bob Eaton, John Reznikoff, Steve Zarelli, Wade Hampton,  
9 and JD Bardwell.

10 34. Most of these authenticators do not just work for PSA/DNA and JSA, but  
11 also for R&R, which uses Roger Epperson, Bob Eaton, John Reznikoff, Steve Zarelli,  
12 James Camner, and Rich Consola to authenticate items submitted for consignment.

13 35. James Spence began JSA after leaving PSA/DNA. He is the current  
14 owner/operator of JSA and also deals in autographed memorabilia. During his time  
15 at PSA/DNA and now at JSA, James Spence has consistently dealt in autographed  
16 memorabilia through his entity out of Pennsylvania, James Spence III Vintage  
17 Autographs, LLC.

18 36. Bob Eaton is the owner and founder of R&R. Through R&R, Bob Eaton  
19 sells thousands of autographed memorabilia through consignments and profits  
20 through those sales. He is also a listed expert for PSA/DNA and JSA, and routinely  
21 ensures that items being sold on R&R pass PSA/DNA or JSA authentication so that  
22 he can profit from such sales.

23 37. John Reznikoff is the owner of University Archives, dealing in  
24 autographed and signed memorabilia from political figures. Through University  
25 Archives, Reznikoff sells signed memorabilia as well as his authentication services.  
26 In addition, he is a listed authenticator for PSA/DNA, JSA, and R&R. Some of the  
27 items that Reznikoff sells through University Auctions actually carry letters of  
28 authenticity from JSA and PSA/DNA.

1           38. Steve Zarelli is the owner of Zarelli Space Authentication, LLC,  
2 providing authentication services for PSA/DNA, JSA, and R&R. Included in his  
3 services, Zarelli also actively promotes R&R by advertising the auction house as the  
4 premier auction for space services, which such auctions carry Zarelli's certifications  
5 of authenticity.

6           39. James Camner is the owner of La Scala Autographs, dealing in opera,  
7 music, and theatrical autographs. Through his website and on eBay, Camner sells  
8 hundreds of autographed memorabilia. In addition to his sales, he actively  
9 authenticates for PSA/DNA and R&R.

10           40. Roger Epperson is a third-party autograph authenticator and autograph  
11 dealer. Epperson offers his authentication services through his business known as  
12 Roger Epperson Authentication, Ltd., and deals in autographs through his business  
13 known as Signed Sealed Delivered. Epperson also currently provides authentication  
14 services for R&R, and during the relevant times as provided herein provided  
15 authentication services for PSA/DNA and JSA.<sup>1</sup> As late as 2014, PSA/DNA  
16 advertised Epperson as part of their "Dream Team" and was "PSA/DNA's Music  
17 Man."<sup>2</sup> In addition, Epperson himself advertises that he is "the full time music  
18 authenticator for JSA since November 2006 – Present."<sup>3</sup>

19           41. Furthermore, Epperson and Cyrkin are close allies on Cyrkin's website  
20 he runs through Momentica, known as Autograph Magazine Live, where Cyrkin fully  
21 endorses Epperson and Epperson fully endorses Cyrkin publicly. They both shame  
22 other dealers right out of business. Furthermore, Cyrkin and Epperson actively ran  
23 advertisements for Epperson's businesses on the website to promote his businesses  
24 over other dealers.

25           42. Steve Cyrkin is an autograph collector, dealer, and authenticator. Cyrkin  
26

27 <sup>1</sup> <http://www.spenceloa.com/OurExperts>

28 <sup>2</sup> [http://web.archive.org/web/20140810095137;](http://web.archive.org/web/20140810095137;http://www.psacard.com/Articles/ArticleView/4616/buildingadreamteam)

<http://www.psacard.com/Articles/ArticleView/4616/buildingadreamteam>

<sup>3</sup> <http://autographalerttruth.com/credentials.html>.

1 is also one of the founding owners of Collectors Universe (the parent company of  
2 PSA/DNA); in fact, Cyrkin at one time owned 1,000,000 share of Collectors  
3 Universe, Inc. stock and may still own stock. Cyrkin owns the website named  
4 Autograph Magazine Live through his entity, Momentica, and uses this website to  
5 host blogs, sell merchandise and advertising regarding autographed memorabilia, and  
6 comment about the market, including using the website as his public platform to  
7 promote certain dealers and authenticators in the market and totally destroy others.  
8 Cyrkin and Epperson actively use the website to defame, denigrate and label other  
9 dealers and authenticators as purveyors of forgeries in hopes of driving business to  
10 either Epperson, to PSA/DNA, or to any of their own friends in the industry,  
11 including R&R and JSA.

## 12 ***2. The Cartel Also Shares Information***

13 43. In addition to sharing the same experts, these seeming “competitors” in  
14 the autograph memorabilia market are not competitors in any sense of the word.  
15 Through their shared staff and relationships, the cartel routinely shares information  
16 with each other regarding the autographed memorabilia market. In furtherance of  
17 their agreement, this information is then used to determine which dealers in the  
18 market get their items authenticated.

19 44. As an example, Cyrkin routinely includes Epperson, John Reznikoff,  
20 Bobby Livingston (of R&R), and Bob Eaton (of R&R and PSA/DNA) on private  
21 emails when discussing other sellers or authenticators and their business, including  
22 persons like Deedle and another man, Steve Koschal. Furthermore, through other  
23 litigation, Epperson routinely shares information he obtains in discovery with Cyrkin.

24 45. R&R and PSA/DNA also collaborate on the authentication of items that  
25 R&R sells. In one circumstance, an R&R customer bought over \$70,000 of items in  
26 an auction that R&R hosted and guaranteed the authentication of the items. The  
27 customer submitted the items to PSA/DNA after the auction for authentication  
28 without disclosing the fact that the items came from R&R. PSA/DNA failed the

1 authenticity of these items, and upon the customer requesting refunds from R&R,  
 2 R&R' representative Bobby Livingston immediately engaged PSA/DNA's Joe  
 3 Orlando and Byron Walters for an explanation. Through various emails, R&R  
 4 Auctions even requested that PSA/DNA work with R&R to make R&R whole for the  
 5 PSA/DNA fees that it was going to reimburse the customer. Thus, R&R is ensuring  
 6 the authentication of its items from PSA/DNA so much that whenever PSA/DNA  
 7 fails the authentication of an item that R&R sells (without knowing that it came from  
 8 R&R), R&R demands that PSA/DNA make it whole for the transaction.

### 9 ***3. The Cartel Uses Their Power to Drive Out Competition***

10 46. Instead of judging the authenticity of an item based on the signature and  
 11 the item itself, PSA/DNA, JSA, R&R, Epperson, and Cyrkin are all using their  
 12 market power they have created from their agreement to employ and utilize this  
 13 network of authenticators, dealers, and media personalities to come together to ensure  
 14 that certifications of authenticity are issued only to those dealers that they approve.  
 15 Using this power, the Cartel not only force dealers, like Deedle, out of the market,  
 16 they restrict the number of authentic items within the market raising the prices of the  
 17 items they sell to the public.

18 47. Dealers that are out of favor with the Cartel, such as Deedle, cannot  
 19 authenticate their memorabilia; hence they are forced out of the market entirely.  
 20 Without dealers in the market who can offer authentic memorabilia, Defendants have  
 21 foreclosed competition and restricted the number of items on the market available to  
 22 potential buyers.

23 48. PSA/DNA, JSA, R&R, Epperson, and Cyrkin, have created a cartel  
 24 where through their agreement they can control the authentication market to ensure  
 25 the items sold through R&R or through the authenticator's own dealer-websites are  
 26 "certified" authentic, and therefore, more valuable. Furthermore, this Cartel exists to  
 27 drive out any competition from the market by intentionally failing the authenticity of  
 28 a dealer's items based on the dealer's identity and not on the item itself.

1           49. The Cartel has impeded competition by cutting off certain markets for its  
 2 competitors. One prime example is the following: The Cartel, when faced with  
 3 competition in sales of autographed memorabilia through eBay, sought to prevent  
 4 vendors, including Deedle, from selling through eBay. The Cartel members comprise  
 5 66% of the “approved” authenticators on which eBay relies for authentication  
 6 services for items sold on eBay. To prevent competition, the approved eBay  
 7 authenticators and members of the Cartel claimed that their competitors’ items were  
 8 not authentic, when that was not true. As a result, eBay, trusting in its own  
 9 authenticators, shut down Deedle and other competitors’ sales on eBay – eBay was  
 10 and still is one of the main pipelines for sales of autographed memorabilia in the  
 11 United States.

12           50. Significantly, eBay is a platform to engage in competition and a way for  
 13 a new seller of autographed memorabilia to gain a foothold in the business. For those  
 14 reasons, the Cartel vigorously and illegally tried to close down new competitors like  
 15 Deedle and others.

16           51. The Cartel has engaged jointly in an extensive campaign of deceit and  
 17 manipulation to falsify and rig the authentication process. The nature of their actions  
 18 and disparaging statements concerning competitors, including Deedle, are relied upon  
 19 by consumers. Defendants’ actions in conjunction with its influence over the  
 20 authentication services has made it difficult and costly, if not impossible, for  
 21 competitors such the Plaintiff to remain in the market.

#### 22 **D. The Cartel Colludes to Automatically Fail Deedle’s Memorabilia**

23           52. Throughout the years, PSA/DNA, JSA, R&R, Epperson, and Cyrkin have  
 24 come together and agreed to reject the authenticity of the memorabilia that dealers,  
 25 such as Deedle, sell, not based on the actual authenticity of the various items, but  
 26 based on who the dealer is – if the dealer is in the Cartel, the items are authentic. If  
 27 the dealer is outside the Cartel, the items are inauthentic. It’s as simple as that. The  
 28 individual Defendants’ actions show that they are in agreement with one another, as

1 they share the same experts who publicly malign Deedle as well as fail his items as  
2 non-authentic.

3 53. Sometime in the early part of the 2010's, Roger Epperson found out that  
4 Deedle purchased Iconographs, Inc., and was dealing under that name. Despite  
5 Epperson signing up for Iconographs' auctions under Deedle's ownership, bidding on  
6 autographs based on their own merits and placing orders for autographs via email,  
7 Epperson protested his disdain for Deedle to fellow Cartel members, including  
8 Cyrkin. Epperson further protested in an email to Deedle that he didn't know that  
9 Deedle owned Iconographs when he attempted to buy autograph from Iconographs.  
10 It became clear that Epperson's behavior was not based on the merits of the  
11 autographs but rather something more nefarious. Because of Deedle's business with  
12 another autograph dealer that Roger Epperson did not like - Todd Mueller – Roger  
13 Epperson began a public decry of Deedle with Cyrkin on Cyrkin's website  
14 live.autographmagazine.com. In turn, PSA/DNA, JSA, and RR Auction began to fail  
15 the authenticity of Deedle's items just because Deedle sold the items – not based on  
16 the individual authenticity of each item.

17 ***1. PSA/DNA's Actions***

18 54. Since around 2010 or 2011, PSA/DNA has begun to fail all of Deedle's  
19 items, not based on the authenticity of the items themselves, but on the fact that  
20 Deedle sells the items. Below are examples, among many more, of PSA/DNA's  
21 failing of Deedle's items based on the fact that Deedle sold the item.

- 22 a. In 2011, Ian Causer, an autograph dealer in the United Kingdom,  
23 purchased three Harrison Ford autographed photographs from Deedle.  
24 He resold one of the photographs to another customer who then  
25 submitted the item to PSA/DNA for authentication. PSA/DNA  
26 summarily failed the authenticity of the item based on seven (7) different  
27 reasons in line with their standard letter (see below). Mr. Causer  
28 demanded a full refund for all photos because all of them, like the one,



1 would fail PSA/DNA's authentication process. Deedle refunded Mr.  
2 Causer's money and Mr. Causer has since ceased doing business with  
3 Deedle because of the embarrassment.

4 b. In 2011, Chris Sink purchased six autographed album covers from  
5 Deedle and submitted two of them (a Carlos Santana LP cover and a Neil  
6 Young LP cover) to PSA/DNA for authentication. PSA/DNA summarily  
7 failed the authenticity of these items even though Deedle actually  
8 procured the Young LP cover himself from Neil Young! Nonetheless,  
9 Deedle was required, according to his own guarantee, to refund Mr.  
10 Sink's money and since then Mr. Sink has failed to do business with  
11 Deedle. In fact, Mr. Sink was so upset about the fact that PSA/DNA  
12 failed the authenticity of Deedle's item that he joined Epperson's  
13 campaign against Deedle on live.autographmagazine.com.

14 c. Joe Zacarro purchased a number of items from Plaintiff from 2009 until  
15 2011. In late 2011, Zacarro, after a string of rejections from PSA/DNA  
16 and JSA (see below), stopped purchasing from Plaintiff unless PSA/DNA  
17 and JSA started to pass the authentication of items that Plaintiff sold.  
18 Included in the string of rejections were items that Zacarro purchased  
19 from Deedle that PSA/DNA and JSA rejected that Deedle actually  
20 obtained from private signing with Gary Busey and Peter Mayhew.

21 d. Similar to Zacarro, Gary Novak purchased a number of items from  
22 Plaintiff well into 2014. However, Novak stopped purchasing from  
23 Plaintiff because PSA/DNA (and JSA) would continually fail all of the  
24 items Novak purchased from Plaintiff.

25 55. One of the most glaring examples of how PSA/DNA operates to  
26 eliminate competitors outside the Cartel is PSA/DNA's "Quick Click Opinion".  
27 Through this option, consumers can received PSA/DNA's "quick opinion" regarding  
28 the authenticity of an item that is being sold in an online auction. To receive an

1 opinion of whether the items is “likely genuine” or “not likely genuine”, a consumer  
2 must fill out a “submission form” on PSA/DNA’s website for \$15 per item review, or  
3 \$10 for an item sold on in an eBay auction. According to the submission form, a  
4 consumer *must* indicate what auction the item is listed in, indicating exactly *who* is  
5 selling the item through the auction or what auction house is selling the item.  
6 PSA/DNA then has the ability to control the opinion not based on the authenticity of  
7 the item itself, as would be available if a consumer was able to just upload an image,  
8 but based on who is selling the item, which is exactly what PSA/DNA is doing to  
9 harm dealers such as Deedle.

10 56. Starting sometime in 2010 or 2011 and continuing to this date, Deedle  
11 has received numerous complaints from his now former customers that PSA/DNA’s  
12 quick click opinion almost always indicated that items with his COA were “likely not  
13 authentic” whether the item was sold on Deedle’s own website or consigned on a  
14 different auction website with Deedle’s COA.

15 57. Because of these issues, Deedle decided to test PSA/DNA’s quick click  
16 opinion. On July 30, 2012, Deedle purchased 8 autographed items from multiple  
17 sources that had PSA/DNA certifications already on the item in the eBay auctions.  
18 Deedle then removed the PSA/DNA certifications on the digital images that  
19 represented the items using Adobe Photoshop. Deedle then reposted the items for  
20 sale on Plaintiff Iconograph’s website for sale using the Photoshopped images and  
21 then submitted the links to the items to PSA/DNA’s quick click opinion service using  
22 a new, dummy identification. As a control, Deedle also submitted a random item  
23 from eBay to the quick click opinion service at the same time using the same dummy  
24 identification. PSA/DNA returned *all* of the original 8 items that Deedle had posted  
25 on Iconograph’s website for sale as “likely not authentic” and PSA/DNA returned the  
26 control item on eBay as “likely authentic”. Thus, even though the 8 items were  
27 previously authenticated by PSA/DNA, when the certifications were removed and  
28 posted on Plaintiff’s website, PSA/DNA then called them not authentic. This

1 operation shows that PSA/DNA authenticates items based on the dealer, not the item.

2 **2. JSA's Actions**

3 58. Since 2010 and 2011, JSA, in furtherance of its agreement with  
4 PSA/DNA, has failed all of Deedle's items, not based on the authenticity of the items  
5 themselves, but on the fact that Deedle sells the items.

6 59. Included in JSA's total rejection of Deedle's items are the following  
7 examples:

- 8 a. Joe Zaccaro, as described above, purchased numerous items from Deedle  
9 over a three year period. During this time, JSA began to routinely reject  
10 the authenticity of any items that Zaccaro presented for authentication to  
11 JSA that he had obtained from Deedle, including items that Deedle  
12 actually obtained personally from "in-person signings".
- 13 b. Bob Jones was a regular customer of Plaintiff's until JSA began failing  
14 all of Deedle's items. Sometime in 2011, Bob Jones acquired a  
15 collection of items from Deedle and then submitted them to JSA. Deedle  
16 had to refund all of Jones' moneys because, as Jones informed Deedle,  
17 "JSA returned [the] package after 7 weeks and said every item was not  
18 authentic including names identical to those they passed before..."  
19 Deedle had to refund everything Jones had purchased. Jones has since  
20 stopped buying from Deedle.
- 21 c. In 2013, after having issues with JSA authenticating Deedle's items,  
22 Pristine Auctions, an auction house, required all items sold through  
23 Pristine to have JSA Certificates of Authenticity. Because of this, Deedle  
24 submitted approximately one hundred items to Pristine without his own  
25 COA on them. Pristine then submitted the items to JSA for  
26 authentication. Every item passed JSA's authentication. However, at the  
27 same time, Deedle had Pristine submit items with Plaintiff Iconographs  
28 COA to JSA as well. JSA failed 90 of the 92 submitted for

1 authentication. Most items from both submissions were of the same  
 2 names and from the same signings, including documented private  
 3 signings. However, JSA discriminated against the authenticity of the  
 4 items solely on the fact of where they came from; if from  
 5 Deedle/Iconographs, then not authentic.

6 60. In 2014, JSA's actions were confirmed through one of Deedle's former  
 7 longtime customers, as noted above, Gary Novak. Novak gave a friend 84 items to  
 8 have JSA authenticate at trade show in Chicago. Gary's friend submitted the 84  
 9 items to Charlie Price (JSA's authenticator) for authentication, 3 of which came from  
 10 Deedle. Price passed the 81 items as authentic that did not come from Deedle, and  
 11 rejected the authenticity of the 3 items that came from Deedle, stating that "I know  
 12 where [the friend] got these and they're no good." Novak returned these items to  
 13 Deedle for a refund and has not purchased any items from Deedle since.

14 61. Later in 2014, Deedle, knowing that JSA was failing his items based on  
 15 the sole fact that he sold them tried his theory. Deedle took two of the three items  
 16 that Novak returned – a Jim Carrey signed photo and a Sugarland signed photo – and  
 17 removed his COA. He then gave the Carrey to a friend to take for JSA authentication  
 18 at the Beverly Hills Baseball Card shop in Beverly Hills, California. JSA passed the  
 19 authentication of the Carrey photo (JSA #K74862) without the Iconographs COA  
 20 even though JSA had failed the authenticity of the exact same photo a few months  
 21 earlier when it had the Iconographs COA.

22 62. Likewise, Deedle provided the Sugarland photo, *sans* COA, to a different  
 23 friend to take to the Frank & Sons Show in Southern California in December, 2014.  
 24 Again, JSA passed authentication of the Sugarland photo (JSA #L70070) without the  
 25 Iconographs COA even though JSA had failed the same exact photo a few months  
 26 before when it had the Iconographs COA.

27 **3. PSA/DNA and JSA Use Essentially the Same Form Rejection Letter**

28 63. PSA/DNA and JSA's letters rejecting the authenticity are basically the

1 same type of form letter. PSA/DNA includes ten (10) reasons that an item is not  
 2 authentic, with no specificity as to exactly why an item failed authentication. One of  
 3 the reasons (No. 10) is actually “Other: \_\_\_\_\_”, with no information filled  
 4 in. JSA issues a similar form letter including thirteen (13) reasons that any item is  
 5 not authentic. Other than a few additional reasons, one omission, eight of JSA’s  
 6 reasons are the exactly identical to eight of PSA/DNA’s reasons, including the same  
 7 exact wording, capitalization, and punctuation.

#### 8 **4. R&R’ Actions**

9 64. Before the cartel began their campaign against Deedle, Deedle and Bob  
 10 Eaton (with RR Auctions) had a good relationship. Deedle’s relationship with Eaton  
 11 lasted over 20 years with Eaton continuously seeking Deedle’s autographs and  
 12 Deedle selling Eaton thousands of items valued at least \$500,000 without incident,  
 13 dispute, or complaint over authenticity. However, after Epperson began his public  
 14 campaign against Deedle, RR Auctions began failing items that Deedle personally  
 15 attempted to consign through RR Auctions’ auctions as well as items that other  
 16 persons were attempting to consign with RR Auctions. The degradation of the  
 17 relationship between Deedle and RR Auctions is intrinsically linked with Epperson’s  
 18 anti-competitive view of Deedle, as Epperson acts as RR Auctions’ expert  
 19 authenticator for music memorabilia. In fact, Cyrkin told Deedle over the phone that  
 20 RR Auctions would soon no longer accept Deedle’s consignments several months  
 21 before Livingston stated that was the case. Just like PSA/DNA and JSA, RR  
 22 Auctions began failing items with Deedle’s COA because they came from Deedle. In  
 23 the summer of 2014, RR Auction contacted Deedle several times by phone, and email  
 24 asking Deedle to consign autographs to their annual music auction. Deedle sent his  
 25 longtime associate Bob Eaton (of RR Auction) a large consignment package via  
 26 Federal Express largely consisting of autographs that Deedle obtained himself,  
 27 obtained from a private signing or from well know book signings. Although the  
 28 items were unquestionable authentic and consistent with items that RR Auction

1 routinely sells, Deedle received a rejection letter from Bobby Livingston (on behalf  
2 of RR Auction) informing Deedle that RR Auction had consulted with outside  
3 experts (undoubtedly Epperson, PSA, or both) and did not feel that the autographs  
4 would appeal to their clientele. Deedle called Livingston immediately after receipt of  
5 the return and Livingston confirmed to Deedle that RR Auction was ceasing to do  
6 business with Deedle because of their close relationship with Epperson and RR  
7 Auction's disdain for Deedle's association with other dealers, such as Todd Mueller.  
8 In the year since RR Auction rejected Deedle's items, RR Auction has sold similar  
9 items.

10 65. In 2012, Gary Harvey purchased a Pearl Jam signed album cover from  
11 Plaintiff with Plaintiff's COA and tried to consign it with RR Auctions. When  
12 Harvey first submitted the album for consignment, RR Auctions approved the  
13 authenticity of the item for sale on Harvey's scanned image of the album cover that  
14 did not include the Iconographs COA. However, when RR Auctions received the  
15 actual, physical item from Harvey for consignment, which included the Iconographs  
16 COA, RR Auction then changed its mind and told Harvey it could not auction the  
17 item because it was inauthentic.

18 ***5. Epperson's & Cyrkin's Round Out the Cartel With Publicity***

19 66. Epperson has actively used live.autographmagazine.com, operated by  
20 Cyrkin, to call items sold by competitor dealers, such as Deedle, forgeries. Multiple  
21 posts show that Epperson has an interest in attacking all of Deedle's items as  
22 forgeries.

23 67. Epperson is not operating in a vacuum by making these statements, but  
24 openly and publicly. From 2010 until now, Epperson publicly suggests all of  
25 Deedle's items are forgeries while at the same time providing authenticating services  
26 for PSA/DNA, JSA, and RR Auctions. Instead of focusing on each individual item,  
27 Epperson, accuses competitors, such as Deedle, of selling forged items in public, and  
28 fails to authenticate the competitor's items through his authentication services at



1 PSA/DNA, JSA, and RR Auctions.

2 68. In essence, Epperson is using his web site (live.autographmagazine.com),  
3 his agreement with PSA/DNA, and his current authentication positions with RR  
4 Auctions and JSA to ensure that competitors, such as Deedle, cannot sell items as  
5 authentic so that Epperson can sell more of his items.

6 69. Furthermore, Epperson has rejected items that Deedle tried to sell as  
7 inauthentic just because they came from Deedle. Bob Jones submitted certain items  
8 to Epperson for authentication and for purchase that Jones had purchased from  
9 Deedle. However, Epperson emailed Jones telling him that he (Epperson) did not  
10 feel comfortable doing business with Jones because he was purchasing items from  
11 Deedle. Shortly thereafter, Jones submitted 6 items to Epperson for authentication  
12 that contained the Iconographs COA, which Epperson summarily failed the  
13 authenticity of each item. Around this same time, Epperson, exemplifying his anti-  
14 competitive behavior, informed Jones that Deedle himself was forging these items  
15 and likened Deedle to a cocaine dealer.

16 70. Cyrkin, similar to Epperson, has also openly and publicly denounced  
17 items sold by the Cartel's competition as forgeries. Cyrkin, like Epperson, does not  
18 do this in a vacuum either, but as a co-founder and one-time large stock holder of  
19 PSA/DNA's parent company Collectors Universe and Epperson's closest ally in the  
20 industry. In fact, Epperson at one time paid Cyrkin or Momentica over \$6,000 per  
21 year in advertising monies to advertise on live.autographmagazine.com. Although  
22 Cyrkin has publicly stated that he isn't an expert – that doesn't stop him from making  
23 malicious attacks concerning autographs that are offered by competitors, such as  
24 Deedle. Cyrkin and Epperson work closely to promote the cartel. In one instance  
25 after Cyrkin denounced an autograph that Iconographs was selling as an "obvious  
26 forgery," Epperson followed up announcing that he had the same autograph for sale.

27 71. Through his agreement with the Cartel, Cyrkin labels items sold by  
28 competitors as forgeries in exchange for advertising revenues from other, friendly



1 dealers and auctions houses, such as Epperson, as well as helps PSA/DNA earn more  
2 money by encouraging consumers to use PSA/DNA's services to further validate  
3 what Cyrkin and Epperson have already said. In an industry where value is  
4 determined by authenticity, Cyrkin's false accusations are more than just rhetoric.  
5 Cyrkin is the voice of the machine that determines which dealers are allowed to  
6 participate in the market. Cyrkin eliminates competition by branding dealers, such as  
7 Deedle, as forgers in public forums driving consumers to other members within the  
8 Cartel. This cycle of interwoven relationships and information sharing based on  
9 Cyrkin's statements that Deedle's items are all inauthentic ensure that Cyrkin,  
10 Epperson, PSA/DNA, JSA, and RR Auctions will get all the market share and  
11 resulting profit. It also ensures that Deedle is forced out of the legitimate competition  
12 of selling authentic autographed memorabilia.

13 72. Cyrkin routinely edits or deletes posts that are not in the interest of the  
14 cartel or close friends, a form of anti-competitive "information management."  
15 Negative posts about RR Auction, or close friends like Autograph Pros and UK  
16 dealer Gary King have been drastically edited or deleted all together. In one instance  
17 an entire thread exposing Gary King for selling thousands of dollars of forged music  
18 autograph was deleted by Cyrkin. Although Cyrkin has been told by Deedle, and  
19 Deedle's agents, that several posts about Deedle are not accurate or outright lies,  
20 Cyrkin refused to take action and remove these false statements.

21 73. Furthermore, Cyrkin has reached out to Deedle's customers, similar to  
22 Epperson, to denounce Deedle and harm Deedle's business. Sometime in 2012,  
23 Cyrkin emailed Bob Jones and told Jones that Cyrkin "knew" that Jones was trying to  
24 sell forgeries that came from Deedle and that the FBI was getting involved. This  
25 email prompted Jones to discontinue purchasing any further items from Plaintiff.

26 74. The Cartel's actions have grievously injured competition in this market.  
27 Example: Assume that only six black top hats exist which are signed by Abraham  
28 Lincoln. Deedle has two of them. Defendants have the other four. The defendants

1 proclaim in the online discussion forums and elsewhere that Deedle's top hats are  
 2 forgeries. One of the Cartel members deem Deedle's top hats inauthentic. The  
 3 educated consumers of autographed memorabilia will not purchase from Deedle. The  
 4 two top hats held by Deedle are tainted and valueless. The remaining top hats  
 5 immediately become more rare and more expensive for the consumer. Abraham  
 6 Lincoln can sign no more top hats so there is no alternative source for these items.

7 75. As a result of all of this anti-competitive behavior, Deedle's sales have  
 8 dwindled. Other would-be competitors have been completely shut down or their  
 9 sales have been severely curtailed as a result of the anti-competitive behavior alleged  
 10 above. The public has been harmed.

11 76. Deedle now brings the following causes of action to hold this cartel of  
 12 PSA/DNA, JSA, R&R, Epperson, and Cyrkin responsible for the damage they have  
 13 caused to the autograph memorabilia industry as well as his own business.

14 **First Cause of Action**

15 **Violation of 15 U.S.C. §1**

16 **(Against All Defendants)**

17 77. Plaintiff alleges and incorporates each and every allegation contained in  
 18 the preceding paragraphs as though fully incorporated herein and made a part hereof.

19 78. Section 1 of the Sherman Act provides that "[e]very ... combination in  
 20 the form of trust or otherwise, or conspiracy, in restraint of trade or commerce among  
 21 the several States ... is hereby declared to be illegal." 15 U.S.C. § 1.

22 79. As detailed herein, PSA/DNA, JSA, R&R, Epperson, Cyrkin, and  
 23 Momentica have all joined together in a combination or conspiracy to agree to  
 24 boycott certain autograph memorabilia dealers in the autograph memorabilia market,  
 25 such as Deedle, by agreeing not to do business with Deedle or by agreeing to fail the  
 26 authenticity of all or a substantial percentage of Deedle's items based on the fact they  
 27 came from Deedle and not on the actual authenticity of the item, all in violation of  
 28 Section 1 of the Sherman Act, Section 1.

1           80. As detailed herein, PSA/DNA, JSA, R &R Auctions, Epperson, Cyrkin,  
2 and Momentica have all joined together in a combination or conspiracy to restrain  
3 trade in the autograph memorabilia market to enhance their own positions in the  
4 market as authenticators, dealers, and consignors by reducing the number of authentic  
5 items on the market and illegally driving out legitimate competition, such as Deedle,  
6 all in violation of Section 1 of the Sherman Act.

7           81. Section 4 of the Clayton Act provides that "... any person who shall be  
8 injured in his business or property by reason of anything forbidden in the antitrust  
9 laws may sue therefor ... without respect to the amount in controversy, and shall  
10 recover threefold the damages by him sustained, and the cost of suit, including a  
11 reasonable attorney's fee." 15 U.S.C. § 15.

12           82. As a direct and proximate result of the aforesaid combination or  
13 conspiracy among PSA/DNA, JSA, R&R, Epperson, Cyrkin, and Momentica, and the  
14 actions taken pursuant thereto, Deedle has been injured in his business and property  
15 as follows: (a) Plaintiff has lost clients and been unable to sell its products, and has  
16 lost substantial income and profits as a result; (b) Plaintiff has been precluded from  
17 business growth that it otherwise would have achieved; and (c) Plaintiff has  
18 otherwise been injured in its business and property.

19           83. As a result of these federal antitrust violations, Plaintiff is entitled to  
20 recover its actual damages in an amount exceeding \$3,000,000, subject to proof at  
21 trial, multiplied by three, and the cost of suit, including a reasonable attorney's fee.

22           84. In addition, Deedle requests any and all possible exemplary damages as  
23 determined by a jury after a trial against Defendants' for Defendants' egregious and  
24 malicious actions against Deedle's business.

25 ///

26 ///

27 ///

28 ///

1                                    **Second Cause of Action**

2                                    **Intentional Interference with Prospective Economic Advantage**

3                                    **(Against All Defendants)**

4                    85. Plaintiff alleges and incorporates each and every allegation contained in  
5 the preceding paragraphs as though fully incorporated herein and made a part hereof.

6                    86. Deedle has had numerous established business relationships with  
7 consumers in the sale of autographed memorabilia, including hundreds of loyal  
8 customers who had purchased approximately over \$4,000,000 before the actions  
9 which took place as described herein. Because of the nature of his customers, and the  
10 past dealings that Deedle had enjoyed with his customers, free from the cartel of  
11 PSA/DNA, JSA, R&R, Epperson, Cyrkin, and Mumentica's actions, Deedle had a  
12 reasonable probability that such customers would continue to do business with him in  
13 the future. In others words, such relationships would have led to potentially  
14 profitable contracts for sales of autographed memorabilia without the interference of  
15 the cartel failing the authentication of Deedle's autographed memorabilia without  
16 actually examining the items themselves.

17                    87. As indicated herein, Defendants, and each of them, engaged in wrongful  
18 conduct designed to disrupt Plaintiff's business relationships. Those include,  
19 defaming Deedle's personal character and his business reputation. Defendants also  
20 wrongfully opined to and affirmatively failed the authenticity of Deedle's items, not  
21 based on the actual authenticity of the items themselves, but on the fact that Deedle  
22 sold the items.

23                    88. Defendants, and each of them, failed the authenticity of Deedle's items  
24 on the basis that Deedle sold the items to intentionally and knowingly to deter  
25 customers from purchasing items from Deedle and having Deedle to have Deedle  
26 issue refunds for the items that were sold, thereby damaging Deedle's ability to freely  
27 and legitimately sell authentic items in the marketplace.

28                    89. As a direct and proximate result Defendants' actions, Deedle has been

1 injured in his business and property as follows: (a) Plaintiff has lost clients and been  
 2 unable to sell its products, and has lost substantial income and profits as a result; (b)  
 3 Plaintiff has been precluded from business growth that it otherwise would have  
 4 achieved; and (c) Plaintiff has otherwise been injured in its business and property.

5 90. As a result of Defendant's illegal and intentional interference with  
 6 Deedle's business, Deedle has incurred actual damages in an amount that is ongoing  
 7 and that has not yet been fully ascertained but which is at least \$4,000,000 for the  
 8 loss of sales to his customers and his loss of business that he would have made but  
 9 for Defendants' actions.

10 91. In addition, Deedle requests any and all possible exemplary damages as  
 11 determined by a jury after a trial against Defendants' for Defendants' egregious and  
 12 malicious actions against Deedle's business.

13 92. Furthermore, Deedle requests all costs of court for bringing this claim.

### 14 **Third Cause of Action**

### 15 **Violation of California Bus. & Prof. Code §17200**

### 16 **(Against All Defendants)**

17 93. Plaintiff alleges and incorporates each and every allegation contained in  
 18 the preceding paragraphs as though fully incorporated herein and made a part hereof.

19 94. Business and Professions Code §17200 prohibits any "unlawful, unfair or  
 20 fraudulent business act or practice."

21 95. As indicated herein, Defendants, and each of them, wrongfully opined to  
 22 and affirmatively failed the authenticity of Deedle's items, not based on the actual  
 23 authenticity of the items themselves, but on the fact that Deedle sold the items.

24 96. Defendants, and each of them, failed the authenticity of Deedle's items  
 25 on the basis that Deedle sold the items to intentionally and knowingly to deter  
 26 customers from purchasing items from Deedle and having Deedle to have Deedle  
 27 issue refunds for the items that were sold, thereby damaging Deedle's ability to freely  
 28 and legitimately sell authentic items in the marketplace.

97. Such actions are unlawful, unfair, and fraudulent business practices.

98. As a direct and proximate result Defendants' actions, Deedle has been injured in his business and property as follows: (a) Plaintiff has lost clients and been unable to sell its products, and has lost substantial income and profits as a result; (b) Plaintiff has been precluded from business growth that it otherwise would have achieved; and (c) Plaintiff has otherwise been injured in its business and property.

99. As a result of Defendant's unlawful, unfair, and fraudulent business practices with Deedle's business, Deedle has incurred actual damages in an amount that is ongoing and that has not yet been fully ascertained but which is at least \$3,000,000.00 for the loss of sales to his customers and his loss of business that he would have made but for Defendants' actions.

100. In addition, Deedle requests any and all possible exemplary damages as determined by a jury after a trial against Defendants' for Defendants' egregious and malicious actions against Deedle's business.

101. Furthermore, Deedle requests all costs of court for bringing this claim.

[prayer for relief on following page]

**PRAYER**

WHEREFORE, Plaintiff prays for judgment and relief on the Complaint as follows:

1. All of Plaintiff's actual and consequential damages, which are believed to exceed \$4,000,000;
2. Treble damages in accordance with the Clayton Act;
3. Exemplary damages as allowed by law;
4. For reasonable attorneys' fees on all applicable claims;
5. For costs of suit incurred herein; and
6. For such other and further relief as the Court may deem necessary or appropriate.

DATED: October 2, 2015

CHRISTMAN, KELLEY & CLARKE, PC

/s/ Matthew Clarke  
By: \_\_\_\_\_  
Matthew M. Clarke  
Dugan P. Kelley  
Matthew N. Mong  
Attorneys for Plaintiffs

Plaintiffs demand trial by jury on causes of action so triable.

DATED: October 2, 2015

CHRISTMAN, KELLEY & CLARKE, PC

/s/ Matthew Clarke  
By: \_\_\_\_\_  
Matthew M. Clarke  
Dugan P. Kelley  
Matthew N. Mong  
Attorneys for Plaintiffs